

**AGREEMENT BETWEEN**  
**WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES**  
**LOCAL 21-AD**  
**AND KING COUNTY**

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**ARTICLE 1: POLICY AND PURPOSE**

**Section 1. Policy.** These Articles constitute an Agreement, terms of which have been negotiated in good faith between the King County Labor Negotiating Team and Washington State Council of County and City Employees, Council 2, Local 21AD (the Union) subscribing thereto. This Agreement shall be subject to approval by ordinance by the County Council of King County, Washington.

**Section 2. Purpose.** The intent and purpose of this Agreement is to promote the continued improvement of the relationship between King County and its employees by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing, and to be represented by such organizations in matters concerning their employment relations with King County, and to set forth in writing the negotiated wages, hours, and other working conditions of such employees in appropriate bargaining units, provided the County has authority to act on such matters, and further provided, the matter has not been delegated to any civil service commission or personnel board similar in scope, structure, and authority as defined in RCW 41.56.

**Section 3. Nondiscrimination.** Whenever words denoting gender are used in this Agreement they are intended to apply equally to either gender. The Employer and the Union further agree that they will not unlawfully discriminate against any employee by reason of race, color, age, sex, marital status, sexual orientation, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental or physical handicap or disability in administering and enforcing the provisions of this Agreement. Alleged violations of this section may be the subject of a grievance filed up to and including Step 3 of the grievance procedure set forth in Article 11 of this Agreement. Under no circumstances shall grievances alleging solely a violation of this provision be subject to the arbitration clause of Article 11.

1 **ARTICLE 2: SECURITY OF THE PARTIES**

2 **Section 1. Membership.** The Employer recognizes the Union as the exclusive bargaining  
3 representative for all regular full-time and regular part-time bargaining unit members of the Court  
4 Services and Inmate Management Services sections within the Department of Adult and Juvenile  
5 Detention.

6 Extra-help (temporary) employees shall be defined as all employees, other than regular full-  
7 time and regular part-time employees, doing bargaining unit work. Extra-help (temporary)  
8 employees are persons who have been employed for a portion of or throughout the calendar year  
9 whose purpose is to cover seasonal peaks work loads, emergency work loads of limited duration,  
10 necessary sick leave, vacation relief, parental leave, special projects, replacing an injured worker, or  
11 while a regular position is being filled. Extra-help (temporary) employees are supplementary to the  
12 regular work force and shall not be used to supplant regular employees or undermine the integrity of  
13 the master schedule.

14 **Section 2. Dues Deductions.** Upon receipt of written authorization individually signed by a  
15 bargaining unit member, the County will have deducted from the pay of such member the amount of  
16 dues as certified by the secretary of the Union, and shall transmit the same to the treasurer of the  
17 Union. The Union will indemnify, defend, and hold the County harmless against any claims made  
18 and against any instituted against the County on account of any check-off of dues for the Union. The  
19 Union agrees to refund to the County any amounts paid to it in error on account of the check-off  
20 provision upon presentation of proper evidence thereof.

21 **Section 3. Agency Shop.** It shall be a condition of employment that all employees covered  
22 by this Agreement and hired or assigned into the bargaining unit on or after its effective date shall, on  
23 the thirtieth (30th) day following the beginning of such employment, become and remain members in  
24 good standing in the Union or pay an agency fee to the extent allowable by law. However, nothing  
25 contained in this section shall require an employee who holds bona fide religious beliefs that prohibit  
26 the payment of dues to union organizations to join the Union. The employee who holds such bona  
27 fide religious beliefs shall pay an amount of money equivalent to the regular union dues to a non-  
28 religious charity or to another charitable organization mutually agreed upon by the employee

1 affected and the bargaining representative to which the employee would otherwise pay the dues. If  
2 the employee and the bargaining representative are not able to agree upon a charitable organization,  
3 they shall resolve the issue through the Public Employment Relations Commission. The employee  
4 shall furnish written proof that such payments have been made.

5 **Section 4. Employment Lists.** The County will transmit to the Union a current listing of all  
6 employees in the bargaining unit within thirty (30) days of request for same but not to exceed twice  
7 per calendar year. Such list shall include the name of the employee, classification, department,  
8 salary, and date of hire.

9 **Section 5. Exclusive Negotiations.** The Employer will not negotiate or handle grievances  
10 with any employee organization other than the Union with reference to terms and conditions of  
11 employment of the recognized bargaining unit members. When individuals or organizations other  
12 than the Union request negotiations or handling of grievances, they will be advised by the Employer  
13 to transmit their request to the Union. Similarly, the Union will advise any individuals or  
14 organizations seeking to negotiate or handle grievances that the Union is the exclusive representative  
15 of bargaining unit members in the Union and will be the only agency to approach the Employer on  
16 these matters.

17 **Section 6. No Work Stoppages.** The employer and the Union agree that the public interest  
18 requires efficient and uninterrupted performance of all County services and, to this end, pledge their  
19 best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall  
20 not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any  
21 customarily assigned duties, sick leave absence which is not bona fide, or other interference with  
22 County functions by employees under this Agreement and, should same occur, the Union agrees to  
23 take appropriate steps to end such interference. Any concerted action by any employees in the  
24 bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

25 **Section 7. Responsibility of the Union.** Upon notification in writing by the County to the  
26 Union that any of its members are engaged in a work stoppage, the Union shall immediately, in  
27 writing, order such members to immediately cease engaging in such work stoppage, and provide the  
28 County with a copy of such order. In addition, if requested by the County, a responsible official of

1 the Union shall publicly order such bargaining unit member to cease engaging in such a work  
2 stoppage.

3 **Section 8. Penalties for Work Stoppage.** Any employee who commits any act prohibited in  
4 this Article shall be considered absent without authorized leave and shall be considered to have  
5 resigned.

1 **ARTICLE 3: EMPLOYEE RIGHTS**

2 **Section 1. Disciplinary Action.** Employees who have completed their probationary period  
3 shall not be disciplined or discharged except for just cause. When the County proposes disciplinary  
4 action in response to a charge or complaint, the employee shall be apprised of the allegations. If the  
5 County imposes disciplinary action against an employee for any reason, the employee and the Union  
6 shall be notified in writing and shall be apprised of the right to grieve the imposed action as provided  
7 in Article 11 of this Agreement.

8 **Section 2. File Review by Member.** Any bargaining unit member shall have the right to  
9 examine his/her own departmental personnel files. Reasonable requests for copies of material  
10 contained in personnel files will be honored. The parties recognize that it may become necessary to  
11 charge for copies provided, beyond one copy of each document during any twelve (12)-month period,  
12 at the rate established by County Council ordinance.

13 **Section 3. File Review by the Union.** With written permission from the employee, the  
14 Union representatives shall have the right to examine the bargaining unit member's departmental  
15 personnel file.

16 **Section 4. No Secret Files.** There shall be no secret files on any bargaining unit member.  
17 Material placed into the employee's departmental personnel file relating to job performance or  
18 personal character shall be brought to his/her attention prior to placement in the file. The employee  
19 may challenge the inclusion of any document placed in the file as provided in Article 11 of this  
20 Agreement.

21 **Section 5.** At the employee's request, materials relating to corrective counseling will be  
22 removed from the employee's file after a twelve (12) month period unless another act of misconduct  
23 has been committed during the twelve (12) month period.

24 **Section 6. Personal Property Damage.** Employees who unavoidably suffer a loss or  
25 damage to essential personal property, other than damage or loss to their vehicle or property  
26 contained in their vehicle, while on duty shall have same repaired or replaced at County expense,  
27 provided that such reimbursement shall not exceed three hundred (\$300) per incident. Paperwork  
28 necessary to process claims covered under this section will be processed by the County with due

1 speed upon receipt of the claim from the employee.

2       **Section 7. Bulletin Boards.** The Employer agrees to permit the Union to post on County  
3 bulletin boards the announcement of meetings, election of officers, and any other material relating to  
4 Union activities so long as that material does not support or oppose political candidates or political  
5 issues.

6       **Section 8. Classifications.** The County will advise the Union in writing and in advance  
7 about the creation of any new or reclassified position within the bargaining unit. Such notification  
8 will include a list of duties and responsibilities, along with a statement about the desirable  
9 qualifications. The County and the Union will review and attempt to reach a mutual agreement in  
10 determination of inclusion or exclusion in the bargaining unit of any newly created or reclassified  
11 positions. Should the parties fail to reach a mutual agreement, the matter will be referred to the  
12 Public Employment Relations Commission for unit clarification. In the event that the County wishes  
13 to fill the position pending the unit/clarification decision, the promotional procedures contained in  
14 Article 13 shall apply.

15       **Section 9.** No employee shall be directed to work in a manner or condition that does not  
16 comply with State or Federal Law.

17       **Section 10.** For purposes of this Agreement, except for computation of sick leave and  
18 vacation, seniority shall be defined as length of continuous service within a classification without a  
19 break in that service. For purposes of sick leave and vacation accrual, seniority begins at the date of  
20 hire into the County. When a bargaining unit member is assigned to a temporary assignment, his/her  
21 seniority shall continue to accrue within the bargaining unit.

22       **Section 11.** Newly hired regular full-time and regular part-time employees shall serve a  
23 twelve (12) calendar month probationary period. Regular full-time and regular part-time employees  
24 who are hired into a bargaining unit position from other Department of Adult and Juvenile Detention  
25 (DAJD) positions, or who transfer or who are promoted to a new bargaining unit position, shall serve  
26 a six (6) calendar month probationary period. The probationary period is an extension of the hiring  
27 process. Termination during this period is not grievable.

28       **Section 12.** King County agrees to provide all regular full-time and regular part-time

employees transit passes during the term of this Agreement.



1 **ARTICLE 4: MANAGEMENT RIGHTS**

2 **Section 1.** It is recognized that the Employer retains the right, except as otherwise provided  
3 in this Agreement, to manage the affairs of the County and to direct its work force. Such functions of  
4 the Employer include, but are not limited to:

5 a. recruit, examine, select, promote, transfer, evaluate and train Employees of its  
6 choosing, and to determine the times and methods of such actions;

7 b. assign and direct the work; assign overtime, utilizing the procedures agreed to  
8 under the provision of Article 14; develop and modify classification specifications as well as  
9 assignment for the salary range for each classification and allocate positions to those classifications;  
10 determine the methods, materials and tools to accomplish the work; designate duty stations and  
11 assign Employees to those duty stations;

12 c. reduce the work force due to lack of work, funding or other cause consistent with  
13 efficient management and procedures set forth in this Agreement; discipline, suspend, demote, or  
14 dismiss Employees for just cause;

15 d. establish reasonable work rules; assign the hours of work and assign Employees to  
16 shifts and days off in accordance with procedures set forth in the master schedule established by this  
17 Agreement. (Article 12. Section 1.); and

18 e. Discharge probationary employees during the term of their probation.

19 **Section 2.** All of the functions, rights, powers and authority of the Employer not specifically  
20 abridged, delegated, or modified by this Agreement are recognized by the Union as being retained by  
21 the Employer.

22 **Section 3.** Management may take whatever action necessary to implement biweekly pay.  
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24  
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**ARTICLE 5: MEDICAL, DENTAL, AND LIFE PLAN**

The Employer will provide a medical, dental, and life insurance plan for all regular employees, and agrees to maintain such plans in effect and incorporate any changes recommended by the Labor Management Insurance Committee for the duration of this Agreement. King County will continue to allow retirees to purchase medical coverage, at the retiree's expense, up to age 65, at the County rate unless negotiated differently with the Labor Management Insurance Committee.

**ARTICLE 6: HOLIDAYS**

**Section 1.** All regular full-time and regular part-time employees shall be entitled to, and compensated for, the following holidays (of up to eight hours), on the King County day of observance:

- a. New Year's Day
- b. Martin Luther King Jr.'s Birthday
- c. President's Day
- d. Memorial Day
- e. Independence Day
- f. Labor Day
- g. Veteran's Day
- h. Thanksgiving Day
- i. The Day After Thanksgiving
- j. Christmas Day

k. Each regular full-time employee shall receive two (2) additional personal holidays to be administered through the vacation plan. One day shall be accrued on the first day of October and one day shall be accrued on the first of November each year. Regular part-time employees shall accrue these holidays on a pro-rated basis, based on their regularly scheduled hours of work. Holidays shall be observed in accordance with RCW 1.16.050, as amended.

**Section 2. Holiday Pay.** All employees shall take holidays on the King County official day of observance unless their work schedule requires otherwise for continuity of services, in which event, they shall either be paid for it, or the day shall be administered through the vacation plan, and shall be scheduled like any other vacation day, as provided for in Article 7 of this Agreement.

**Section 3.** Employees who work on the designated holiday shall be paid at one-and-one half (1-1/2) times their regular rate of pay for all hours worked on the holiday, in addition to receiving either their regular rate of pay for the holiday, or accruing a holiday (of up to 8 hours) which shall be administered like a vacation day, as provided for in Section 2 of this Article.

**Section 4.** Regular part-time employees shall receive pro-rated holiday benefits in the same

manner as outlined in this Article.

**Section 5.** An employee's scheduled work day which spans two (2) calendar days shall be considered to have occurred on the calendar day it commences.

**ARTICLE 7: VACATION LEAVE**

**Section 1.** All eligible regular full-time and regular part-time employees shall accrue vacation benefits for each hour in regular pay status exclusive of overtime according to the following table:

Length of Service		Annual Leave in Days Accrued per Year of Service
Upon Hire through end of year	5	12
Upon beginning of year	6	15
Upon beginning of year	9	16
Upon beginning of year	11	20
Upon beginning of year	17	21
Upon beginning of year	18	22
Upon beginning of year	19	23
Upon beginning of year	20	24
Upon beginning of year	21	25
Upon beginning of year	22	26
Upon beginning of year	23	27
Upon beginning of year	24	28
Upon beginning of year	25	29
Upon beginning of year	26 and beyond	30

**Section 2.** Regular full-time employees shall accrue vacation leave benefits per pay period for each hour in pay status exclusive of overtime. Employees shall be eligible to take or be paid for vacation leave benefits after the completion of six (6) months of successful service. This section does not limit an employee's ability to use accrued vacation leave for a qualifying event under the Washington State Family Care Act.

**Section 3.** No employee shall work for compensation for the County in any capacity during

1 the time that the employee is on vacation.

2 **Section 4.** Vacation may be used in one-half hour increments, at the discretion of the  
3 Department Director or Division Manager.

4 **Section 5.** Upon termination for any reason, an employee shall be paid for unused vacation  
5 up to the maximum allowed accumulation.

6 **Section 6.** In cases of separation by death, payment of unused vacation benefits shall be  
7 made to the employee's estate or, in applicable cases, as provided for by state law.

8 **Section 7.** Full-time employees may accrue up to sixty (60) days vacation leave. Part-time  
9 regular employees who are employed at least half-time and receive vacation and sick leave may  
10 accrue vacation leave up to sixty (60) days pro-rated to reflect their normally scheduled work week.  
11 Employees may accrue additional vacation beyond the maximum specified herein when, as a result of  
12 cyclical workloads or work assignments, accrued vacation will be lost; otherwise, employees shall  
13 use or forfeit the excess accrual prior to December 31 of the year in which the excess was accrued.

14 **Section 8. Regular Part-time Employees.** Employees whose employment status is regular  
15 part-time shall receive vacation leave benefits in accordance with the provision of this Article;  
16 however, such benefit shall be prorated based on the number of hours the employee is regularly  
17 scheduled to work.

18 **Section 9.** If an employee resigns from County employment in good standing or is laid off  
19 and subsequently returns to County employment within two years from such resignation or lay off, as  
20 applicable, the employee's prior County service shall be counted in determining the vacation leave  
21 accrual rate under this article.

22 **Section 10. Leave for Organ Donors.** The department shall allow employees eligible for  
23 family leave, sick leave, vacation leave or leave of absence without pay who are voluntarily  
24 participating as donors in life-giving or life-saving procedures such as, but not limited to, bone  
25 marrow transplants, kidney transplants, or blood transfusions to take five (5) days paid leave without  
26 having such leave charged to family leave, sick leave, vacation leave or leave of absence without  
27 pay; provided that the employee shall:

28 **1.** Give the department reasonable advance notice of the need to take time off from

1 work for the donation of bone marrow, a kidney, or other organs or tissue where illness, injury, pain  
2 or the eventual death of the identified recipient is foreseeable.

3               2. Provide written proof from an accredited medical institution, organization or  
4 individual as to the need for the employee to donate bone marrow, a kidney, or other organs or tissue  
5 or to participate in any other medical procedure where the participation of the donor is unique or  
6 critical to a successful outcome.

7               **Section 11. Vacation Scheduling.** Vacation preference requests for the period beginning  
8 March 1st and ending with the final day of February of the following calendar year, must be received  
9 no later than the February 1st preceding the twelve (12) month period during which the vacation is  
10 being requested in order to receive scheduling preference. Vacation preference requests shall be  
11 granted based upon seniority within job classification, within each facility, provided that essential  
12 facility operations are properly staffed at all times. Employees shall be advised by March 1st  
13 regarding approval or disapproval of their requests.

14               Vacation requests received after February 1st shall be considered based on the date of request;  
15 in the event two or more leave requests are submitted on the same date, seniority within job  
16 classification within facility shall be the determining factor.

17               Employees who have pre-approved leave time and who subsequently transfer to another job  
18 classification within the bargaining unit, or whose schedule or facility changes, shall be allowed to  
19 retain that pre-approved vacation period regardless of their seniority within the shift, facility, or job  
20 class to which they transfer, provided that essential facility operations are properly staffed at all  
21 times.

**ARTICLE 8: SICK LEAVE**

**Section 1.** Every eligible regular full-time and regular part-time employee shall accrue sick leave benefits at the hourly rate of 0.04616 for each hour in pay status exclusive of overtime or compensatory time up to a maximum of eight (8) hours per month. The employee is not entitled to sick leave if not previously earned. Regular part-time employees shall receive sick leave benefits in accordance with the provisions of this Article; however, such benefit shall be prorated based on the number of hours the employee is regularly scheduled to work.

**Section 2.** After the first six months of regular service, a regular employee may, at the division manager's discretion or if the Family Care Act requires it, be permitted to use any accrued vacation as an essential extension of used sick leave.

**Section 3.** Management is responsible for the proper administration of this benefit. A doctor's certificate verifying illness or inability to work may be required of an employee for any sick leave used. Where an employee requests the use of family leave, management may require the employee to submit the doctor's certificate verifying the need for the employee's attendance. In each case of absence due to illness or injury, it shall be the responsibility of the employee to notify the employee's supervisor of the absence and the anticipated duration of the absence. Except in emergency situations or as otherwise required by law, failure to notify the supervisor of an absence prior to the commencement of the employee's shift shall be grounds for disciplinary action. This section does not limit any leave for a qualifying event under the Washington State Family Care Act.

**Section 4.** There shall be no limit to the hours of sick leave benefits accrued by an employee.

**Section 5.** Separation from County employment, except by retirement, termination for nondisciplinary medical reasons, or reason by layoff due to lack of work, funds, or efficiency reasons, shall cancel all sick leave currently accrued to the employee. Should the employee resign in good standing, terminate for nondisciplinary medical reasons, or be laid off, and return to County employment within two years, accrued sick leave shall be restored.

**Section 6.** Employees eligible to accrue sick leave and who have successfully completed at least five (5) years of County service and who retire as a result of length of service or who terminate by reason of death shall be paid, or the estates be paid or as provided for by RCW Title 11, as



applicable, an amount equal to thirty-five percent (35%) of their unused, accumulated sick leave multiplied by the employee's rate of pay in effect upon the date of leaving County employment less mandatory withholdings. If the bargaining unit has adopted the Voluntary Employee Beneficiary Association (VEBA), this cash out shall be subject to those provisions.

**Section 7.** Accrued sick leave may be used for the following reasons:

- The employee's bona fide illness; but an employee who suffers an occupational illness may not simultaneously collect sick leave and worker's compensation benefits in a total amount greater than the net regular pay of the employee;
- The employee's incapacitating injury, but:
  - an employee injured on the job may not simultaneously collect sick leave and worker's compensation benefits in a total amount greater than the net regular pay of the employee;
  - an employee who chooses not to augment his/her worker's compensation time loss pay through the use of sick leave shall be deemed to be on unpaid leave status;
  - an employee who chooses to augment worker's compensation payments with the use of accrued sick leave shall notify the worker's compensation office in writing at the beginning of the leave;
- An employee may not collect sick leave and worker's compensation for physical incapacity due to any injury or occupational illness that is directly traceable to employment other than with the County.
- The employee's exposure to contagious disease and resulting quarantine;
- A female employee's temporary disability caused by or contributed to by pregnancy and childbirth.
- The employee's medical or dental appointments, provided that the employee's appointing authority has approved the use of sick leave for such appointments;
- To care for the employee's child if the child has an illness or health condition that requires treatment or supervision by the employee;
- To care for other family members if:

1                               ▪ the employee has been employed by the county for twelve months or more  
2 and has worked a minimum of one thousand, forty hours in the preceding twelve months;

3                               ▪ the family member is the employee's spouse or domestic partner, the  
4 employee's child, a child of the employee's spouse or domestic partner, the employee's parent, a  
5 parent of the employee's spouse or domestic partner; and

6                               ▪ the reason for the leave is one of the following:

7                                       (1) the birth of a son or daughter and care of the newborn child, or  
8 placement of the son or daughter by adoption or foster care, if the leave is taken within twelve  
9 months of the birth, adoption, or placement;

10                                      (2) to care for the employee's child, or child of the employee's spouse  
11 or domestic partner whose illness or health condition requires treatment or supervision by the  
12 employee; or

13                                      (3) Care of a family member who suffers from a serious health  
14 condition.

15               **Section 8.** Employees shall be entitled to family medical leave, as provided by the federal  
16 Family Medical Leave Act, the King County Family Medical Leave ordinance and any Federal or  
17 Washington state laws that provide for family medical leave. These laws and ordinances shall  
18 control in the event of a conflict with this section.

19               Under King County Family Medical Leave, an employee may take a total of up to eighteen  
20 weeks of unpaid leave for his/her own serious health condition (as defined by the King County  
21 Personnel Guidelines), and for family reasons as provided for in Section 7 above, within a twelve  
22 month period. The leave may be continuous (which is consecutive days or weeks), or intermittent  
23 (which is taken in whole or partial days as needed). Intermittent leave is subject to the following  
24 conditions:

25                               • when leave is taken after the birth or placement of a child by adoption or foster care,  
26 an employee may take leave intermittently or on a reduced leave schedule only if authorized by the  
27 employee's appointing authority;

28                               • an employee may take leave intermittently or on a reduced schedule when

1 medically necessary due to a serious health condition of the employee or family member of the  
2 employee. If this leave is foreseeable based on planned medical treatment, the Department Director  
3 or his/her designee may require the employee to transfer temporarily to an available alternate position  
4 for which the employee is qualified and that has equivalent pay and benefits and that better  
5 accommodates recurring periods of leave than the employee's regular position.

6 Use of donated leave shall run concurrently with the eighteen work week family medical  
7 leave entitlement. The County shall continue its contribution toward health care benefits during any  
8 unpaid leave taken under this section. An employee, who returns from unpaid family or medical  
9 leave within the time provided for in this Article, is entitled (subject to bona fide layoff provisions)  
10 to:

- 11 • the same position she/he held when the leave commenced; or
- 12 • a position with equivalent status, benefits, pay and other terms and conditions of
- 13 employment; and
- 14 • the same seniority accrued before the date on which the leave commenced.

15 Failure to return by the expiration date of the leave of absence may be cause for removal, and  
16 may result in termination of the employee from County service.

17 **Section 9.** In January of each calendar year, employee sick leave usage will be reviewed.  
18 Regular full-time and regular part-time employees who have used two (2) or less days of sick leave  
19 during the entire preceding calendar year shall be rewarded by having sixteen (16) additional hours  
20 credited to their vacation account. Employees who have used more than two (2) but less than four (4)  
21 sick leave days shall have one (1) additional day credited to their vacation account. The additional  
22 vacation credits specified herein shall not affect sick leave amounts.

23 **Section 10. Donation of Vacation and Sick Leave Hours.**

24 **A. Vacation leave hours.**

25 1. Any full-time regular employee or part-time regular employee, who is  
26 employed at least half-time and receives vacation and sick leave may donate a portion of his or her  
27 accrued vacation leave to a full-time regular employee or part-time regular employee who is  
28 employed at least half-time and receives vacation and sick leave. Such donation will occur upon

1 written request to and approval of the donating and receiving employees' department director(s),  
2 except that requests for vacation donation made for the purposes of supplementing the sick leave  
3 benefits of the receiving employee shall not be denied unless approval would result in a departmental  
4 hardship for the receiving department.

5                   2. The number of hours donated shall not exceed the donor's accrued vacation  
6 credits as of the date of the request. No donation of vacation hours shall be permitted where it would  
7 cause the employee receiving the transfer to exceed his or her maximum vacation accrual.

8                   3. Donated vacation leave hours must be used within ninety (90) calendar  
9 days following the date of donation. Donated hours not used within ninety (90) days or due to the  
10 death of the receiving employee shall revert to the donating employee. Donated vacation leave hours  
11 shall be excluded from vacation leave payoff provisions contained in this Agreement. For purposes  
12 of this section, the first hours used by an employee shall be accrued vacation leave hours.

13                   **B. Sick leave hours.**

14                   1. Any full-time regular employee or part-time regular employee who is  
15 employed at least half-time and received vacation and sick leave may donate a portion of his or her  
16 accrued sick leave to a full-time regular employee or part-time regular employee who is employed at  
17 least half-time and receives vacation and sick leave, upon written notice to the donating and receiving  
18 employees' department director(s).

19                   2. No donation shall be permitted unless the donating employee's sick leave  
20 accrual balance immediately subsequent to the donation is one hundred (100) hours or more. No  
21 employee may donate more than twenty-five (25) hours of his or her accrued sick leave in a calendar  
22 year.

23                   3. Donated sick leave hours must be used within ninety (90) calendar days.  
24 Donated hours not used within ninety (90) days or due to the death of the receiving employee shall  
25 revert to the donating employee. Donated sick leave hours shall be excluded from the sick leave  
26 payoff provisions contained in this Agreement, and sick leave restoration provisions contained in this  
27 Agreement. For purposes of this section, the first hours used by an employee shall be accrued sick  
28 leave hours.

1           **C.** All donations of vacation and sick leave made under this Agreement are strictly  
2 voluntary. Employees are prohibited from soliciting, offering or receiving monetary or any other  
3 compensation or benefits in exchange for donating vacation or sick leave hours.

4           **D.** All vacation and sick leave hours donated shall be converted to a dollar value  
5 based on the donor's straight time hourly rate at the time of donation. Such dollar value will then be  
6 divided by the receiving employee's hourly rate to determine the actual number of hours received.  
7 Unused donated vacation and sick leave shall be reconverted based on the donor's straight time  
8 hourly rate at the time of reconversion.

1 **ARTICLE 9: MISCELLANEOUS LEAVE TIME**

2 **Section 1. Bereavement Leave.** Regular full-time and regular part-time employees shall be  
3 entitled to three (3) working days (to equal the hours in each employee's regularly scheduled shift) of  
4 bereavement leave per year due the death of a member of the employee's immediate family. Eligible  
5 employees who have exhausted their bereavement leave shall be entitled to use sick leave in the  
6 amount of three (3) days for each instance when death occurs to a member of the employee's  
7 immediate family. For purposes of this section, immediate family is defined as the employee's  
8 spouse, child, parent, son-in-law, daughter-in-law, grandparent, grandchild, sibling, domestic partner;  
9 and the child, parent, sibling, grandparent or grandchild of a spouse or domestic partner.

10 **Section 2. Union Business Leave.** Authorized Union representatives shall be allowed up to  
11 ten (10) hours collectively per month for resolving complaints, grievances, and other legitimate  
12 Union business. The Union shall inform the employer of the names of authorized representatives.  
13 Prior to using any of the above-designated time, or leave bank time, employees will submit written  
14 requests to their supervisor for prior approval. The release of Union representatives for Union  
15 Business leave shall not be unreasonably denied. The Union shall provide the Department with as  
16 much notice as possible of the need for such leave. Any excess usage over ten (10) hours in a one (1)  
17 month period shall be subtracted from the bank in Section 3. Time spent attending the monthly  
18 Labor-Management Meeting shall not be deducted against either the ten (10) hours allotment or the  
19 leave bank, as provided in Section 3 of this Article.

20 **Section 3.** The Union will establish a union leave bank for union representatives to access to  
21 perform authorized Union activities. This bank shall be established through the donation of one (1)  
22 vacation hour annually by each regular employee in the bargaining unit. The accrued time in this  
23 bank will be limited to a maximum of three hundred (300) hours. When this limit is reached, these  
24 donations will discontinue until the accrued hours have dropped below two hundred (200).

25 The department will administer the leave bank account and will process leave requests for  
26 union leave according to the same process used for vacation leave requests. The Union retains sole  
27 discretion to determine which representatives have access to the leave bank and which activities  
28 qualify for leave bank use.

**Section 4. Military Leave.** Regular full-time and regular part-time employees shall be entitled to Military Leave in accordance with the King County Code, Personnel Guidelines, and/or Federal or State law.

**ARTICLE 10: LIMITED DUTY**

Limited Duty Assignment Policy. Employees who are injured or temporarily disabled may be allowed to work in a “limited duty” status while recovering, if available, provided said “limited duty” must be approved by management. Limited duty assignments due to injuries, temporary disabilities or pregnancy shall be administered in accordance with the County Personnel Guidelines and the County policy on Transitional Duty for Employees with Temporary Medical Restrictions.



1 **ARTICLE 11: DISPUTE RESOLUTION PROCEDURES**

2 **Section 1. Intent.** In the interest of continued good employee relations and morale, the  
3 County and the Union recognize the importance and desirability of settling grievances promptly and  
4 fairly. To accomplish such, every effort will be made to settle grievances at the lowest possible level  
5 of supervision. Further, employees who choose to utilize the procedure set forth in this Article will  
6 be free from coercion, discrimination, or reprisal for seeking a resolution to their grievances.

7 **Section 2. Definition.** A grievance shall be defined as an alleged violation of any of the  
8 express terms of this contract to include wages, hours, and working conditions as specifically  
9 provided herein.

10 **Section 3. Use of Mediation.** Either party can request mediation of a grievance at any time  
11 prior to arbitration. Either party can request mediation of any workplace issue or dispute provided  
12 that use of the mediation process will defer any grievance timelines set out in this Article, unless the  
13 parties agree otherwise in writing. Both parties must agree to any mediation. In the event that a  
14 grievance is not resolved in mediation either party may proceed to arbitration according to the terms  
15 of this Article.

16 **Section 4.**

17 **Step 1.** A grievance shall be presented verbally or in writing by the aggrieved  
18 employee (and his/her union representative if the employee wishes) within fifteen (15) calendar days  
19 from the date the employee should have known of the occurrence, to the first level of supervision  
20 outside the bargaining unit. That supervisor shall gain all relevant facts and shall attempt to adjust  
21 the matter and notify the employee in writing within ten (10) calendar days from the date the  
22 grievance was received. If a grievance is not pursued by the employee and his/her representative to  
23 the next level of supervision within ten (10) calendar days from the date the Step 1 response is due or  
24 received, the grievance shall be presumed resolved.

25 **Step 2.** If after thorough discussion with the supervisor the grievance has not been  
26 resolved to the Union's satisfaction, the Union representative shall then present the grievance in  
27 writing to the Facility Commander for investigation, discussion, and written reply. The Facility  
28 Commander shall make a written decision available to the aggrieved employee with a copy mailed

1 to the Union within fourteen (14) calendar days from the date the Step 2 grievance is received. If a  
2 grievance is not pursued by the employee and his/her representative to the next level of supervision  
3 within ten (10) calendar days from the date the Step 2 response is due or received, the grievance shall  
4 be presumed resolved.

5 **Step 3.** If the grievance has not been resolved to the Union's satisfaction, the Union  
6 representative shall then present the grievance in writing to the Department Director for  
7 investigation, discussion, and written reply. The Department Director shall make a written decision  
8 available to the aggrieved employee with a copy mailed to the Union and the Director of the Human  
9 Resources Division of the King County Department of Executive Services (hereinafter "HRD  
10 Director") within fourteen (14) calendar days from the date the Step 3 grievance is received.

11 Grievances at Step 4 and beyond must be processed through the Union's business representatives.

12 **Step 4.** Should the Department Director not resolve the grievance to the satisfaction  
13 of the Union, the Union shall submit the grievance in writing to the HRD Director or his/her designee  
14 within twenty-one (21) calendar days from the date the Step 3 response was received or due,  
15 whichever occurs first. The HRD Director or his/her designee shall schedule a hearing within  
16 twenty-one (21) calendar days from the date of receipt of the written Step 4 grievance. Both parties  
17 to the grievance shall be entitled to call witnesses on their behalf. All such hearings shall be closed  
18 for the purpose of maintaining confidentiality, unless otherwise mutually agreed to. The HRD  
19 Director or his/her designee shall render a decision within ten (10) calendar days of the hearing.

20 **Step 5. Arbitration.** Should the HRD Director not resolve the grievance to the  
21 satisfaction of the Union, the Union may request arbitration within thirty (30) calendar days of the  
22 date the Step 4 response was due. The request must specify:

- 23 a. Article or Articles the County has allegedly violated;
- 24 b. details or nature of the violation;
- 25 c. position of party who is referring the grievance to arbitration;
- 26 d. questions which the arbitrator is being asked to decide; i.e., issues  
27 statement; and
- 28 e. remedy sought.

1       **Section 5. Selection of Arbitrator.** Should arbitration be chosen, the arbitrator shall be  
2 selected by agreement of the parties. Failing agreement, the arbitrator shall be selected from a panel  
3 of eleven (11) arbitrators furnished by Public Employment Relations Commission (P.E.R.C.) or  
4 Federal Mediation and Conciliation Service (F.M.C.S.). The arbitrator will be selected from the list  
5 by both the employer and the Union alternately striking a name from the list until only one (1) name  
6 remains. It shall be the responsibility of the party requesting arbitration to contact the appropriate  
7 entity for a list. The arbitrator shall be asked to render a decision promptly and the decision of the  
8 arbitrator shall be final and binding on both parties.

9       **Section 6. Authority of the Arbitrator.** In connection with any arbitration proceeding held  
10 pursuant to this Agreement, the following is understood:

11               a. The arbitrator shall have no power to render a decision that will add to, subtract  
12 from, alter, change, or modify the terms of this Agreement, and his/her power shall be limited to  
13 interpretation or application of the expressed terms of this Agreement. All other matters shall be  
14 excluded from arbitration.

15               b. No matter may be arbitrated which the employer, by law, has no authority over, has  
16 no authority to change, or has been delegated to any civil service commission or personnel board, as  
17 defined in the Revised Code of Washington, Chapter 41.56.

18               c. The parties agree that the decision or award of the arbitrator shall be final and  
19 binding on each of the parties and that they will abide thereby. There shall be no strikes, cessation of  
20 work, or lockout during such conferences or arbitration.

21               d. Each party shall bear one half (1/2) of the arbitrator's fee and expenses. Each party  
22 shall bear the cost of preparation and presentation of the matter and all costs associated with the  
23 hiring/retaining of attorneys in presenting the party's case.

24       **Section 7. Witness Expenses.** Each party shall bear the cost of any witness appearing on  
25 that party's behalf, except that witnesses called by the Employer who are bargaining unit members  
26 shall suffer no loss of pay as a result of appearing as witnesses in the arbitration process.

27       **Section 8. Timeliness and Extensions.** Failure by an employee or the Union to comply with  
28 any time limitation of the procedure in this Article shall constitute withdrawal of the grievance;

1 provided, however, any time limits stipulated in the grievance procedure may be extended for stated  
2 periods of time by the appropriate parties by mutual agreement, in writing.

3 **Section 9. Arbitration Awards.** Arbitration awards or grievance settlements shall not be  
4 made retroactive beyond the date of the occurrence or nonoccurrence upon which the grievance is  
5 based, that date being fifteen (15) or fewer calendar days prior to the initial filing of the grievance,  
6 unless the circumstances of the grievance were not and could not have been known by the grievant.

7 **Section 10. Unfair Labor Practice(s) Resolution.** The parties agree that thirty (30) days  
8 prior to filing an Unfair Labor Practice (ULP) complaint with Public Employment Relations  
9 Commission (PERC), the complaining party will notify the other party, in writing, meet and make a  
10 good faith attempt to resolve the concerns unless the deadline for filing with PERC would otherwise  
11 pass or the complaining party is seeking a temporary restraining order as relief for the alleged U.L.P.

1 **ARTICLE 12: ASSIGNMENTS AND HOURS OF WORK**

2 **Section 1. Master Schedule.** It is agreed that for each classification in the bargaining unit,  
3 the employer and the Union shall meet and confer to discuss a master schedule(s) for all bargaining  
4 unit members. Prior to implementing any large-scale changes to a master schedule, the employer  
5 agrees to meet and discuss such with the Union. Any changes to a master schedule shall be posted  
6 for bid by the employees for a period of time to be determined by the parties, but not to exceed  
7 fourteen (14) calendar days. Upon completion of the bid process, employee assignments shall be  
8 posted, except in emergency situations, at least fourteen (14) calendar days prior to implementation.  
9 If schedules for a unit (Classification, Personal Recognizance Investigator, and Clerical) have not been  
10 changed for a period of three (3) consecutive calendar years, then that unit's schedule shall be opened  
11 for a rebid.

12 **Section 2. Bid Process.** When a bargaining unit position becomes vacant or new positions  
13 are created, employees shall have the opportunity to bid, based on seniority, for the shift and days off  
14 of the position.

15 **Section 3.** Employees are allowed to request specific duty assignments; however, nothing in  
16 this Agreement shall preclude management from making duty assignments based on the operational  
17 needs of the department. All requests shall be considered and a determination shall be made based  
18 on the operational needs of the department and the seniority of the employee.

19 **Section 4. Work Week.** The normal work week shall consist of five (5) consecutive days on  
20 and two consecutive days off resulting in forty (40) hours of work for the week. The work week shall  
21 begin on Sunday at 12:00 a.m. (0001) and end on Saturday at 11:59 p.m. (2359).

22 **Section 5. Alternative Work Schedules.** This Agreement does not preclude the  
23 implementation of alternative work schedules outside the master schedule. However, the County  
24 shall notify the Union prior to the implementation of such schedules to allow the Union an  
25 opportunity to meet with management to discuss the proposed changes. The Department shall make  
26 available flextime options for bargaining unit members (predetermined up to one hour before or after  
27 regularly scheduled shift).

28 **Section 6. Meal Breaks.** An unpaid meal break of not less than thirty (30) minutes or more

1 than one (1) hour shall be allowed approximately midway through each shift. The length of the  
2 bargaining unit's meal break at the time of the signing of this Agreement shall remain in effect unless  
3 conditions of the agency change and a change in working hours is required. If such does occur, the  
4 employer agrees to meet with the Union to negotiate the terms of the change. The work day of the  
5 Corrections Program Specialists and Personal Recognizance Investigators shall include a one-half  
6 (1/2) hour paid meal. During this paid meal the Corrections Program Specialists and Personal  
7 Recognizance Investigators shall be available for work.

8 **Section 7. Relief Period.** All bargaining unit members shall be allowed one (1) relief period  
9 during the first half of the shift and one (1) relief period during the second half of the shift. A relief  
10 period is fifteen (15) minutes. The employer shall establish reasonable rules governing the taking of  
11 such relief period.

12 **Section 8. Temporary Assignment.** Nothing in this Article is meant to preclude temporary  
13 assignment or reassignment of an employee because of illness, vacation, emergency, training  
14 orientation, etc.

15 **Section 9. Job Sharing.** If two bargaining unit employees in the same job classification  
16 wish to share one full time position, they shall submit a request to the Facility Commander, via the  
17 chain of command, who shall transmit the request to the Department Director. The Department  
18 Director shall have discretion to approve or deny the request, and will respond to the requesting  
19 employees within sixty (60) days, unless otherwise agreed by the parties. Employees who share one  
20 (1) full-time position shall receive pro-rata benefits, on the basis of the hours worked, except for  
21 medical, dental and insurance benefits which shall be granted on the same basis as other part-time  
22 County employees. In the event that one (1) of the job-sharing employees terminates employment,  
23 voluntarily or involuntarily, the job-sharing arrangement shall cease and the remaining employee  
24 shall revert back to full time.

1 **ARTICLE 13: POSITION OPENINGS AND PROMOTIONS**

2 **Section 1.** Employees are encouraged to seek advancement within their specific work units  
3 as well as within the County as a whole. In order to promote such, the department shall post  
4 announcements informing employees of open recruitment opportunities within all County  
5 departments. Should a promotional position become available within the bargaining unit, bargaining  
6 unit members are required to compete for such in accordance with the procedures set forth in the  
7 County Personnel Guidelines for the Career Service.

8 Vacant and or newly created bargaining unit positions will be posted for application by  
9 bargaining unit members. If a bargaining unit member is not selected for the vacancy the posting  
10 shall be made available for application within the department.

11 **Section 2. Special Assignments.** When a special assignment is available for unit members,  
12 such assignment will be posted in a public place. All interested bargaining unit members shall be  
13 given the opportunity to apply for the special assignment regardless of work location, shift, or job  
14 assignment. In selecting unit members for such assignments, management will consider, among  
15 other factors, including each member's qualifications, the desirability for all members to have an  
16 opportunity to work special assignments.

1 **ARTICLE 14: OVERTIME AND CALLBACK**

2 **Section 1. Overtime.**

3 **a. Overtime Definition.** Overtime is that work outside an employee's normal work  
4 shift which is directed by management. The parties acknowledge that it is the Department's policy to  
5 minimize the use of overtime and, further, that nothing in this Agreement shall be construed as a  
6 guarantee of overtime. Eligibility to work overtime shall be determined by the Department.

7 **b.** Employees shall be paid at the rate of time-and-one-half (1-1/2) for all hours paid  
8 (with the exception of sick leave hours which shall not be counted toward overtime eligibility) in  
9 excess of forty (40) hours in the work week. When a bargaining unit member works overtime,  
10 compensation for such shall be at one and one-half (1-1/2) times the employee's regular hourly rate  
11 as defined by the Fair Labor Standards Act. No overtime shall be worked, unless the employee has  
12 received prior approval from his/her supervisor to work the necessary overtime hours.

13 **c.** If an emergency necessitates a bargaining unit member to receive telephone calls at  
14 home, and such calls do not result in a need to return to work, the calls shall be logged (with respect  
15 to time and issue) and the employee receiving such calls shall be paid either straight time or  
16 overtime, as applicable.

17 **d.** Overtime and extra hour scheduling will be a proper topic for discussion at a Unit  
18 or Department Labor-Management meeting and procedures adopted shall be posted in each work area  
19 where they are applicable. Such scheduling shall be done in accordance with the provisions of  
20 Addendum A to this Agreement.

21 **e.** Overtime will be on a voluntary basis except in the case of an emergency when  
22 mandatory overtime may be required by the department.

23 **Section 2. Callback.** All bargaining unit members who are called back to work after  
24 completion of their regularly scheduled shift shall be paid for such at the appropriate overtime rate.  
25 A minimum of four (4) hours shall be paid to the employee or, where the actual hours worked  
26 exceeds four (4) hours, the employee shall be paid for actual hours worked. Employees shall not be  
27 called out more than once in a twenty-four (24)-hour period.

28 **Section 3. Court Appearances.** Bargaining unit members who are required to "stand by"



1 for court appearances shall be compensated at a rate of fifty percent (50%) of their normal straight  
2 time hourly rate for all hours they are on standby status on their regularly scheduled time off. Once  
3 notified that the employee must report to court, the standby pay shall cease and the provisions as  
4 outlined in Section 2 above shall apply. If the employee is not required to appear in court, a  
5 minimum of four (4) hours shall be paid at the standby rate.

6 **Section 4.** In lieu of overtime pay, an employee may request compensatory time off at the  
7 rate of time and one half for each hour of overtime that was worked. Compensatory time will be  
8 mutually agreed to; provided, however, a maximum of sixty (60) replenishable compensatory time  
9 hours may be carried in an employee's balance at any one time. At the end of November of each  
10 calendar year, any remaining balance must be paid to the employee. Employees agree that it would  
11 be an undue hardship to request to use compensatory time during a period the unit is below minimum  
12 staffing levels and their absence must be covered through calling-in another employee on overtime.  
13 In those circumstances where regular staffing is equal to one (1) person per shift (*i.e.*, minimum  
14 staffing), this scheduling restriction shall not apply.

**ARTICLE 15: WAGES**

**Section 1. Wages.** The following list is a complete listing of classifications and pay ranges covered by this Agreement; the salary ranges listed below shall be effective January 1, 2009:

**cba Code: 080**

**Union Code(s): 0021C  
D2**

<b>Job Class Code</b>	<b>Peoplesoft Code</b>	<b>MSA Code</b>	<b>Classification</b>	<b>Range</b>
4200100	421106	8385	Administrative Office Assistant	29
4201100	421206	8386	Administrative Specialist I	33
4201200	421310	8387	Administrative Specialist II	37
4201300	421410	8388	Administrative Specialist III	41
5211100	521201	8415	Corrections Program Specialist	55
2252200	226608	8207	Occupational Education and Training Coordinator	55
6215100	623201	8494	Personal Recognizance Investigator	53
3500200	351202	8370	Recreation Coordinator	49
Pay ranges shall be equivalent to those listed on the King County Squared Table.				

**Section 2. Step Increases.** Employees shall receive within-range increases from one (1) step to the next higher step, upon satisfactory completion of the probationary period and annually thereafter as provided below.

**a.** Upon completion of the six (6) months of satisfactory service an employee's salary shall be advanced to Step 2, if the rate currently paid is Step 1. If the employee's initial salary is at Step 2, it shall be advanced to the next higher step, upon completion of six (6) months satisfactory performance. An increase beyond Step 2 is permissive, and may be given at the discretion of the appointing authority.

**b.** Annual Step Incentive Increases shall be effective with the first pay period received in January of each calendar year.

**Section 3. Acting Pay.** Employees who are assigned in writing (including by electronic mail) by their supervisor to perform the duties of a higher classification for a period of one (1) full working day or more, shall receive five percent (5%) additional compensation for all such day(s) worked.

**Section 4. 2009 Increase.** Effective January 1, 2009, wage rates in effect on December 31, 2008, shall be increased by an amount equal to ninety percent (90%) of the percentage difference between the All Cities CPI-W September 2007 - September 2008; provided, however, that the amount produced by application of the foregoing shall not be less than two percent (2%) nor greater than six percent (6%).

**Section 5. 2010 Increase.** Effective January 1, 2010, wage rates in effect on December 31, 2009, shall be increased by an amount equal to ninety percent (90%) of the percentage difference between the All Cities CPI-W September 2008 - September 2009; provided, however, that the amount produced by application of the foregoing shall not be less than two percent (2%) nor greater than six percent (6%).

**Section 6.** Employees assigned in writing (including by electronic mail) by their supervisor or administrator to perform training duties will be paid at a rate which is five percent (5%) higher than their regular rate of pay for all hours worked in those capacities.

**Section 7.** All extra help or on-call temporary staff will be paid at the first step of the salary schedule of the classification whose duties they are hired to perform.

**Section 8.** Employees who are required to be licensed or certified as a condition of employment will have their annual professional fees reimbursed by the Department.

**Section 9.** The Union agrees to the implementation of the County's biweekly payroll process. The effects of implementing a biweekly payroll system shall be as addressed in Addendum B.

**Section 10.** Employees will be paid five hundred dollars (\$500.00) per year who translate a language in the workplace identified by management as a language for which translation activity is necessary. The stipend shall be paid to eligible employees per pay period on a pro-rated basis. Eligible employees shall be required to pass a language proficiency test administered by the County.

1 **ARTICLE 16: JURY DUTY**

2 **Section 1. General.** An employee required by law to serve on jury duty shall continue to  
3 receive his/her salary and shall be relieved of regular duties for the period of time so assigned.  
4 However, once relieved or dismissed for the day from duty by the court, the employee is required to  
5 immediately report to his/her supervisor, if such release is within the regularly scheduled work day.  
6 If dismissed or relieved at a time which is not during the employee's regularly scheduled shift, the  
7 employee shall be required to work his/her next regularly scheduled shift which has a starting time of  
8 twelve (12) hours or more after dismissal.

9 **Section 2. Notice.** When an employee is notified to serve on jury duty, he/she will inform  
10 his/her immediate supervisor as soon as possible, but not later than two (2) weeks in advance,  
11 regarding the dates of absence from regular duties.

12 **Section 3. Fees and Mileage.** The fees, exclusive of mileage, paid by the court for jury duty  
13 shall be forwarded to the King County Finance and Business Operations Division of the Department  
14 of Executive Services.

1 **ARTICLE 17: REDUCTION IN FORCE**

2 **Section 1. Notice to Union.** The County will notify the Union in writing in advance of any  
3 anticipated layoff of a regular employee and will make a good faith attempt to meet and confer with  
4 the Union prior to implementation, for the purpose of exploring alternatives to a reduction in force.

5 **Section 2. Order of Layoff.** If a layoff should occur due to lack of work or lack of funds,  
6 employees shall be laid off in accordance with their seniority with first consideration given to job  
7 class within the bargaining unit and second consideration given to total consecutive employment  
8 within the bargaining unit. The employee with the least seniority in the job class shall be the first  
9 laid off. No regular or probationary employee shall be laid off while there is a temporary or extra-  
10 help (temporary) employee serving in a position which a regular or probationary employee is  
11 qualified to fill.

12 **Section 3. Bumping Rights.** In lieu of layoff, a regular or probationary employee may  
13 request a demotion to a position in a lower classification formerly held by the employee being laid  
14 off within the bargaining unit, as long as the employee has more seniority in the bargaining unit than  
15 the employee who is being bumped.

16 **Section 4. Order of Recall.** The names of laid off employees will be placed on a re-  
17 employment list in reverse order of seniority at time of layoff. Such list will remain in effect for a  
18 period of two (2) years or until all laid off employees are rehired with the County, whichever comes  
19 first.

**ARTICLE 18: AUTOMOBILE EXPENSE**

Bargaining unit members who have been authorized to use their own transportation on County business shall be reimbursed at the rate per mile as established by ordinance of the King County Council. "County business" includes travel between Department facilities during work hours at the direction of management.

1 **ARTICLE 19: EDUCATION AND TRAINING PROGRAM**

2 **Section 1. General.** The parties acknowledge that the training and development of  
3 employees is a matter of primary importance.

4 **Section 2. Training Opportunities.** Notice of special schools and training opportunities  
5 will be posted and all interested personnel will be allowed to apply for these opportunities prior to  
6 any final selection.

7 **Section 3. Education Incentive.** The parties endorse the value of higher education  
8 achievements by employees. In order to encourage such accomplishments, the Employer will  
9 reimburse employees for the cost of tuition and books when the courses are taken at an accredited  
10 institution and provided the courses are currently job related to the work being done by the employee  
11 and not primarily related to personal growth or general advanced training. To be eligible to receive  
12 reimbursement, the employee must maintain a grade of "C" or better (or its equivalent) in each  
13 course for which reimbursement is sought. The employee agrees to repay the full amount upon  
14 separation from county employment if the separation occurs within two (2) years of the completion  
15 of the course. In addition, where workshops, conferences, and other training seminars are directly  
16 job related and are not available in a formal accredited institution, the Department Director (or  
17 his/her designee) may, at his/her discretion, approve the reimbursement of enrollment at such  
18 workshop, conference, or seminar. Proof of attendance will be required.

1 **ARTICLE 20: SAVINGS CLAUSE**

2 **Section 1. Violations.** If an Article or part of an Article of this Agreement should be decided  
3 by a court of competent jurisdiction or by mutual agreement of the employer and the Union to be in  
4 violation of any federal, state, or local law, or if adherence to or enforcement of an Article or part of  
5 an Article should be restrained by a court of law, the remaining Articles of the Agreement shall not  
6 be affected.

7 **Section 2. Replacement.** If a determination or decision is made pursuant to Section 1 of this  
8 Article that part of this Agreement is in violation of federal, state, or local law, the parties to this  
9 Agreement shall convene immediately for the purpose of negotiating a satisfactory replacement.

10 **Section 3. Compliance.** Should this Agreement or any Section or Article be found not in  
11 compliance with federal regulations, and where compliance with such regulations is required as  
12 condition for the receipt and expenditure of federal funds, the employer and the Union agree to  
13 immediately convene and re-negotiate the Agreement, Section, or Article with such regulations.



**ARTICLE 21: CONCLUSION OF COLLECTIVE BARGAINING**

This Agreement is the entire Agreement between the employer and the Union. The parties acknowledge that they have fully bargained with respect to terms and conditions of employment and have settled them for the duration of this Agreement. This Agreement terminates all prior agreements and understandings and concludes all collective bargaining for the duration of this Agreement. Should either party desire to change or modify the terms of this Agreement, the initiating party agrees to contact the other party to obtain approval for such change or modification. All changes or modifications to this written Agreement must be in the form of a Letter of Understanding. Such letters require the signature of an authorized representative of the Union and the Director of the Human Resources Division of the Department of Executive Services or his/her designee and may require approval by the King County Council.

**ARTICLE 22: DURATION**

Upon ratification, this Agreement shall be effective January 1, 2009 through December 31, 2010. Either party may give written notice of its intent to terminate or modify this Agreement not less than sixty (60) days nor more than ninety (90) days prior to the expiration date. Negotiations must commence no later than thirty (30) days prior to the expiration date unless mutually agreed.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

By: \_\_\_\_\_

King County Executive

\_\_\_\_\_  
Diana Prenguber  
Staff Representative  
Washington State Council of County  
and City Employees

\_\_\_\_\_  
Wayde Silva  
President  
Washington State Council of County  
and City Employees, Local 21-AD

1 **ADDENDUM A**

2 **Overtime Scheduling Procedures for Local 21-AD**

3 The parties hereby agree to the following overtime scheduling procedures for the employees  
4 covered by this Agreement:

5 **Section 1. Definitions.** The parties acknowledge that it is the Department's policy to  
6 minimize the use of overtime and that nothing in this Agreement or Addendum shall be construed as  
7 a guarantee of overtime assignments. Eligibility to work overtime shall be determined by the  
8 Department.

9 **a. Planned overtime assignments.** Planned overtime assignments consist of all  
10 known absences due to vacation, sick leave, training, etc., and all vacant positions assigned to the  
11 section but not staffed.

12 **b. Unplanned overtime assignments.** Unplanned overtime assignments consist of  
13 needs created by someone calling in sick, unplanned or unscheduled training or emergency leaves.

14 **c. Mandatory overtime.** Mandatory overtime is overtime required when  
15 management determines an emergency exists.

16 **d. Mandatory overtime minimum staffing.** Minimum staffing for the purposes of  
17 mandatory overtime is defined as the number of staff needed to address essential/critical functions on  
18 a short-term and/or emergent basis.

19 **Section 2. Overtime Scheduling.** An overtime sign-up sheet shall be posted at each facility  
20 on or before the 4th and will remain through the 20th of each month, allowing staff members  
21 interested in working overtime a chance to indicate the date and shift they will be available to work.  
22 These sign-up sheets will be used to fill all known overtime needs for the coming month on a  
23 seniority basis. The supervisor(s) shall attempt to post the confirmed overtime schedule three (3)  
24 days prior to the end of the month. This posting shall allow for any adjustments that need to be  
25 made, prior to the beginning of the new month.

26 The employee is responsible for indicating on the sign-up sheet the date, shift(s), and facility  
27 that they are willing to work. The list shall be faxed to the other facility on the 21st day of each  
28 month.

1 When assigning overtime, the supervisor(s) will make a good faith effort to distribute the  
2 overtime equally among those who have volunteered to work. The supervisor(s) shall have discretion  
3 in back-filling all known absences, subject to the operational needs of the Department.

4 Once the overtime schedule has been posted, the employee is expected to work as if it is a  
5 regularly scheduled work day. If staff do not show up for their overtime assignment as scheduled, or  
6 are late for that assignment, administrative action and/or disciplinary action shall be taken.

7 **Section 3. Planned Overtime Scheduling.**

- 8 a. Planned overtime shall be assigned on a seniority basis;  
9 b. Staff shall first be scheduled at the facility to which they are assigned;  
10 c. Remaining overtime shifts shall be assigned to available persons from either  
11 facility (availability shall be determined via communication between supervisors after the initial  
12 overtime assignments have been made).

13 **Section 4. Unplanned Overtime Scheduling.**

14 When unplanned overtime needs arise, the supervisor(s) shall assess the need for back-filling  
15 the position and then check with the volunteers on the sign-up sheet for that day to see if there is  
16 someone available and interested. When backfill is needed and there are no volunteers on the sign-up  
17 sheet, supervisor(s) will make a reasonable effort to solicit volunteers from available and interested  
18 employees.

19 **Section 5. Mandatory Overtime Needs.**

20 The need for mandatory overtime shall normally be determined by the Director (or his/her  
21 designee). The supervisor(s) may determine the need for mandatory overtime when staffing levels  
22 fall below that which is needed to address essential/critical functions for more than a short period of  
23 time. The supervisor(s) shall assess work load and operational needs to determine minimum staffing  
24 levels and shall make every effort to ensure that there is at least one (1) person each shift (two [2]  
25 staff members splitting a shift is acceptable). In general, supervisors shall extend those on duty to  
26 cover the overtime needs.

**Essential/Critical functions include, but are not limited to, the following:**

Classification: Primary interviews; disciplinary/ADSEG hearings.

Screeners: Screen inmates for eligibility for pre-trial release or alternatives to secure detention. Compile criminal conviction histories and personal information for use by the Courts.

These examples are listed for illustrative purposes and may not be construed as an exhaustive or exclusive listing.

Reverse seniority shall be used to determine availability of staff members for mandatory overtime. Consideration will be given to each person's work schedule; an employee's total work hours shall not exceed seventeen (17) consecutive hours worked in a day.

## **ADDENDUM B**

### **Transition to Biweekly Payroll**

The parties, King County (The County), and The Washington State Council of County and City Employees, Local 21-AD (the Union) agree as follows:

1. The County provided timely notice to the Union of its intent to implement a biweekly payroll schedule for employees represented by the Union who are currently paid on a semi-monthly schedule.

2. As provided in this collective bargaining agreement, the County is entitled to implement a biweekly payroll schedule for employees represented by the Union. The affected employees are members of the bargaining unit.

3. To assist the employees during the transition period, employees may elect to receive a transition paycheck to be issued, in an amount equivalent to one (1) week of regular earnings.

4. The transition paycheck will be a payment of earnings for time worked after the close of the pay period covered by the last semi-monthly paycheck. Employees who elect to receive the transition check must request it on the designated form by no later than the cut-off established for such designation.

5. Employees who elect to receive the transition check must designate a repayment schedule; the options are to pay back in equal deductions from future paychecks over three (3) months, six (6) months, or twelve (12) months, beginning with the second biweekly paycheck.

6. If an employee separates from County service prior to returning the full transition check amount, the remaining amount will be due and payable on the last day of County employment. The remainder may be deducted from the employee's final paycheck. If the amount of the final paycheck is insufficient to recover the remainder of the funds advanced in the transition check, the amount may be deducted from the payoff of accrued vacation leave. If the final paycheck and vacation payout are insufficient, the employee will be required to agree to a repayment plan acceptable to the County.

7. The County agrees to provide briefings on the progress of the transition to Union representatives at least once a month in the three (3) months preceding the transition and to provide information and updates to employees as the transition plan approaches implementation.

1           8. The Union acknowledges that the County has fulfilled its obligation to bargain the effects  
2 of implementation of the biweekly pay with the execution of this Agreement.  
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